

5/31/2018

TRANSFER NOT NECESSARY
COMPLIANCE WITH SEC. 319.202 R.C.
ANITA LOPEZ, AUDITOR
LUCAS COUNTY, OHIO
BY: SE EX: MULTI:
PARCEL: 36-16051 COUNT: 27
TRANS. #: 18-000000



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Phil Copeland

Lucas County Recorder

DEED

AMENDMENTS TO THE
DECLARATION FOR CONDOMINIUM OWNERSHIP
FOR
MALLARD RUN CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR MALLARD RUN CONDOMINIUM
RECORDED AT INSTRUMENT NO. 198707140489465 (VOLUME 87, PAGE
320A01 ET SEQ. OF THE LUCAS COUNTY RECORDS.

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
MALLARD RUN CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership for Mallard Run Condominium (the "Declaration") and the Bylaws of Mallard Run Condominium Association, Exhibit C of the Declaration (the "Bylaws"), were recorded at Lucas County Records Instrument No. 198707140489465, and

WHEREAS, Ohio Revised Code Section 5311.05(E)(1) authorizes the Board of Directors (the "Board"), without a vote of the Owners, to amend the Declaration "to bring the Declaration into compliance with this Chapter," and

WHEREAS, the Board approved the following matters to be modified (the "Amendments") to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 ("Chapter 5311"), and

WHEREAS, each of the changes set forth in these Amendments are based on or in accordance with Chapter 5311, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 and the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Mallard Run Condominium is amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common areas" or "Common areas and facilities" are replaced with the term "Common elements."
- (2) All references in the Declaration and Bylaws to the term "Limited common areas" or "Limited common areas and facilities" are replaced with the term "Limited common elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Trustees" are replaced with the term "Board of Directors."
- (4) All references in the Declaration and Bylaws to the terms "penalties" and "charges" are replaced with the term "Enforcement assessments."

(5) **DELETE DECLARATION ARTICLE VII, SECTION G, entitled "Agent For Service of Process," in its entirety. Said deletion is to be made on Page 47 of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465.**

INSERT a new DECLARATION ARTICLE VII, SECTION G, entitled "Agent For Service of Process." Said new addition to be added on Page 47 of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465, is as follows:

G. Agent For Service of Process. The Board will designate the person to receive service of process for the Association. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

(6) **INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE XIII, SECTION C, entitled "Enforcement." Said new addition, to be added on Page 58 of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465, is as follows:**

The Board has the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with Chapter 5311, impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the Rules and regulations of the Association, and reasonable charges for damage to the Common elements.

(7) **INSERT a new SUBPARAGRAPH to the end of DECLARATION ARTICLE VI, SECTION E, PARAGRAPH 3. Said new addition, to be added on Page 39 of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465, is as follows:**

The Association has a lien upon each Unit's Condominium ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

(8) INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE IV, SECTION L, entitled "Rental of Family Units." Said new addition, to be added on Page 30 of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465, is as follows:

The Association may initiate eviction proceedings to evict any tenant, for any violation of the Declaration, Bylaws, Rules and regulations, or applicable laws, by the tenant, any occupant of the Unit, or the owner of the Unit. The Association, as the Owner's agent, will bring such action in the name of the Owner(s). In addition to any procedures required by State law, the Association will give the Owner(s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be charged to the Owner(s) and the subject of a special Assessment against the offending Owner and made a lien against that Unit.

(9) INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE VI, SECTION C, PARAGRAPH 1, SUBPARAGRAPH c. Said new addition, to be added on Page 35 of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465, is as follows:

The Association will credit payments made by an Owner in the following order of priority:

- (1) First, to interest owed to the Association;**
- (2) Second, to administrative late fees owed to the Association;**
- (3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and**
- (4) Fourth, to the principal amounts the Owner owes to the Association for the Common expenses or enforcement Assessments chargeable against the Unit.**

(10) INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE VI, SECTION C, PARAGRAPH 3, entitled "Special Individual Unit Assessments." Said new addition, to be added on Page 37 of the Bylaws, Exhibit C of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465, is as follows:

The Board may impose reasonable charges to the Owner for providing copies of the Declaration, Bylaws, or amendments thereto as well as reasonable charges for the handling of re-financing or resale documentation, and statements of unpaid Assessments.

(11) INSERT a new DECLARATION ARTICLE III, SECTION 2(G). Said new addition, to be added on Page 20 of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465, is as follows:

(G) Each Owner must, within 30 days of the recording of this Amendment or within 30 days of title transferring to the Owner, provide to the Association the Owner's and all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Owner. Any change in the information must be provided to the Board, in writing, within 30 days of said change.

(12) MODIFY the 1st SENTENCE of DECLARATION ARTICLE VII, SECTION D, entitled "Board of Directors," and INSERT TWO NEW SENTENCES thereafter. Said modification, to be made on Page 44 of the Bylaws, Exhibit C of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465, is as follows: (deleted language is crossed out; new language is underlined)

Members of the Board of ~~Directors~~ ~~Trustees~~ need not must be Unit Owners or the spouse of a Unit Owner. That notwithstanding, no one Unit may be represented by more than one person on the Board at any one time. If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner.

(13) INSERT a new SENTENCE to the end of BYLAWS ARTICLE IV, SECTION 9, entitled "QUORUM." Said new addition, to be added on Page 6 of the Bylaws, Exhibit C of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465, is as follows:

Any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

(14) INSERT a new SENTENCE to the end of DECLARATION ARTICLE VI, SECTION C, PARAGRAPH 1, SUBPARAGRAPH e. Said new addition, to be added on Page 35 of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465, is as follows:

In the alternative, if the Association has collected a Common Surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

(15) INSERT a new PARAGRAPH (k) to BYLAWS ARTICLE IV, SECTION 12, entitled "POWERS." Said new addition to be added on Page 8 of the Bylaws, Exhibit C of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465, is as follows:

(k) In addition to all other powers enumerated above, the Board may exercise all powers of the Association, including the power to do the following:

(i) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and operation of the Condominium property and the Association;

(ii) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium property, or that involves two or more Owners and relates to matters affecting the Condominium property;

(iii) Enter into contracts and incur liabilities relating to the operation of the Condominium property;

(iv) Adopt Rules and regulations that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of Units, Common elements, and Limited Common elements when the actions regulated by those Rules and regulations affect Common elements or other Units;

(v) Grant easements, leases, licenses, and concessions through or over the Common elements;

(vi) Impose and collect fees or other charges for the use, rental, or operation of the Common elements or for services provided to Owners;

(vii) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common elements, another Unit, or to the health or safety of the occupants of that Unit or another Unit; and

(viii) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendments. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of these amendments, only Owners of record at the time of such filing have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendments.

The Mallard Run Condominium Association has caused the execution of this instrument this 18th day of MAY, 2018.

MALLARD RUN CONDOMINIUM ASSOCIATION

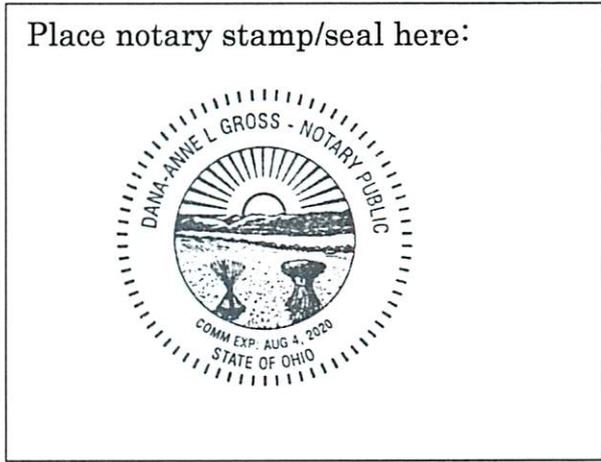
By: *James McCabe*
JAMES MCCABE, its President

STATE OF OHIO)
) SS
COUNTY OF LUCAS)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Mallard Run Condominium Association, by its President, who acknowledged that he did sign the foregoing instrument, on Page 7 of 8, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN WITNESS WHEREOF, I have set my hand and official seal in MAUMEE, Ohio, this 18th day of MAY, 2018.

Dana-Anne L Gross
NOTARY PUBLIC



This instrument prepared by:
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SEE ENV.